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10 Attorneys for Third Party Defendants  
11 SHARP INSURANCE AGENCY, a California  
12 business, and ELAYNA COSS  
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15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
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19 MT. HAWLEY INSURANCE COMPANY,

20 Plaintiff,

21 v.

22 BAY VALLEY SECURITY, L.L.C., a limited  
23 liability company;  
24 ANTHONY D. RUSSELL, an individual;  
25 ALINA C. GUZMAN, an individual;  
26 CITY OF ALAMEDA, a municipal corporation;  
27 BRANDON HANSEN, an individual;  
28 ALYSSA SCHLITT, an individual;  
and DOES 1-25,  
Defendants.

Case No. 3:19-CV-04423-RS

ORDER

**STIPULATION RE STAY OF THIRD-PARTY COMPLAINT AS MODIFIED BY COURT**

Complaint Filed: August 1, 2019  
First Am. Comp.: December 23, 2019  
Trial Date: TBD

IT IS HEREBY STIPULATED AND AGREED by and between the parties to this action, through their respective counsel, that:

1. The parties, plaintiff MT. HAWLEY INSURANCE COMPANY (“Mt. Hawley”), defendant/third party plaintiff BAY VALLEY SECURITY, L.L.C. (“Bay Valley”), defendant ALINA C. GUZMAN (“Guzman”), defendant/counter-claimant NESCTC SECURITY AGENCY, LLC (“NESCTC”) and third party defendants SHARP INSURANCE AGENCY and ELAYNA COSS (“Sharp/Coss”), have reached a partial settlement in this matter. The parties

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1 have executed a settlement agreement memorializing the partial settlement in this matter. The  
2 parties have also executed a stipulated judgment in favor of Mt. Hawley on its first and second  
3 causes of action against Bay Valley) for misrepresentation/concealment and declaratory relief,  
4 respectively) and its fourth cause of action for declaratory relief against NESCSTC. Pursuant to  
5 the terms of the partial settlement, Mt. Hawley will be dismissing its third cause of action  
6 for reimbursement.

7       2. This matter involves two underlying cases, *Alina C. Guzman v. AMF Bowling*  
8 *Centers, Inc., et al.*, Alameda County Superior Court Case No. RG1785538, (“*Guzman*”) and  
9 *Williams v. AMF et. al.*, Alameda County Superior Court Case No. RG18928978, (“*Williams*”),  
10 which implicate general liability insurance Mt. Hawley issued to Bay Valley for the 2016-2017  
11 policy period, which was procured by Sharp/Coss for Bay Valley.

12       3. The settlement agreement resolves the underlying *Guzman* matter and some  
13 damages associated with the *Williams* matter. Bay Valley alleges remaining damages claims  
14 pertaining to the *Williams* matter that are not yet resolved, which damages are speculative until  
15 resolution of the *Williams* matter.

16       4. Therefore, Defendant Bay Valley’s Third-Party Complaint against Sharp Insurance  
17 Agency and Elayna Coss, in the Mt. Hawley Action, for breach of written contract, breach of oral  
18 contract, negligent misrepresentation, professional negligence, equitable indemnity, contribution,  
19 and declaratory relief in connection with Sharp/Coss’ procurement of a general liability insurance  
20 for Bay Valley for the 2016-2017 year is still at issue.

21       5. Since the Third-Party Complaint in the instant matter has yet to be completely  
22 resolved, it should be stayed until the underlying issues in the *Williams* matter are resolved.

23       6. Bay Valley and Sharp/Coss have agreed that the stay shall remain in effect until  
24 the *Williams* matter is completed. The *Williams* matter is set for trial on September 9, 2022.

25       7. The parties agree to take the necessary steps to notify the Court if the stay should  
26 be lifted.

27       8. The parties may agree by stipulation to lift the stay at any time. If the parties  
28 cannot agree by stipulation to lift the stay, any party may seek Court approval to lift the stay.

1       9. During the time that the stay is in effect, no party shall be permitted to engage in  
2 discovery or law and motion in this matter.

3 **IT IS SO STIPULATED.**

4 Dated: October \_\_, 2021

MEDINA SETO LAW GROUP

5 By:

6 ROWENA C. SETO  
7 KEVIN L. CIFARELLI  
8 Attorneys for Third Party Plaintiff  
BAY VALLEY SECURITY L.L.C.

9 Dated: October \_\_, 2021

HANSEN, KOHLS, SOMMER & JACOB, LLP

10 By:

11 CHRISTINE E. JACOB  
CHANTALLE R. BAUM  
12 Attorneys for Third Party Defendants  
SHARP INSURANCE AGENCY and  
13 ELAYNA COSS

14  
15 **ORDER**

16 **IT IS HEREBY ORDERED**, pursuant to the above stipulation, that the above action is  
17 stayed until the *Williams* matter has resolved, and the matter will be closed for administrative  
18 purposes. The parties may agree by stipulation to lift the stay and reopen the matter at any time,  
19 subject to Court approval. If the parties cannot agree by stipulation to lift the stay, any party may  
20 seek Court approval to lift the stay. The parties may stipulate to extend the stay upon terms  
21 agreed to by the parties, subject to Court approval. During the time that the stay is in effect, no  
22 party shall engage in discovery or law and motion in this matter.

23  
24 **IT IS SO ORDERED.**

25 DATED: October 7, 2021



26 THE HONORABLE RICHARD SEEBOORG  
27 Chief United States District Judge  
Northern District of California